

Panaji, 14th May, 2015 (Vaisakha 24, 1937)

SERIES II No. 7

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 6 dated 07-05-2015 namely, Extraordinary dated 07-05-2015, from pages 165 to 166 regarding Order/Notification from Department of Elections.

GOVERNMENT OF GOA

Department of Animal Husbandry

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/2/79-AH(Part)/2015-16/183

Government is pleased to order the transfer of Dr. Rajaram Naik, Assistant Director, presently holding the charge of Key Village Scheme, Curti-Ponda to the Government Poultry Farm, Ela, Old-Goa with immediate effect and in public interest.

Dr. Rajaram Naik, shall hand over complete charge of Key Village Scheme, Curti-Ponda to Dr. Rajendra H. Prabhu Gaonkar, Assistant Director, Government Veterinary Hospital, Curti-Ponda and upon being relieved join his new place of posting and relieve Dr. Rameela Menezes, Veterinary Officer.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Jt. Secretary (AH).

Panaji, 13th April, 2015.

Order

No. 2/2/79-AH(Part)/2015-16/184

Government is pleased to order the transfer of Dr. Rameela Menezes, Veterinary Officer,

Government Poultry Farm, Ela, Old-Goa to Stockmen Training Centre, Curti-Ponda, with immediate effect and in public interest.

Dr. Rameela Menezes, Veterinary Officer should hand over charge of the Government Poultry Farm, Ela, to Dr. Rajaram Naik, Assistant Director and resume duties at her new place of posting immediately without availing any joining time and submit her joining report to this Office through the Assistant Director, Incharge, STC, Curti-Ponda.

No leave of any kind shall be entertained during the period of transfer.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Jt. Secretary (AH).

Panaji, 13th April, 2015.



Department of Education, Art & Culture

Directorate of Archives & Archaeology

Order

No. 9/12/81/EDN/Part/2012-13/1212

Read: Memorandum No. 9/12/81/EDN/Part/2012-13-1064 dated 31-12-2014.

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/I/5/4(1)/2013/778 dated 03rd October, 2014, the Government is pleased to appoint Kum. Gayatri Gurudas Ghatwal, on temporary basis to the post of Scientific Officer (Preservation), Group 'B', Gazetted in the pay of Rs. 9,300-34,800+ Grade Pay of Rs. 4,600/- in the Directorate of Archives and Archaeology with immediate effect.

Kum. Gayatri Gurudas Ghatwal has been declared fit by the Medical Board of Goa Medical College.

Kum. Gayatri Gurudas Ghatwal will be on probation for a period of two years.

The expenditure on her pay and allowances shall be debited to the Budget Head of Accounts as follows:

Demand No. 45

2205— Art and Culture;

00—

103— Archaeology;

01— Reorganisation of Archaeology (Non-Plan);

01— Salaries.

By order and in the name of the Governor of Goa.

M. L. Dicholkar, Director & ex officio Joint Secretary (Archives & Archaeology).

Panaji, 29th January, 2015.

Addendum

No. 1/300/2015/HA-114

Read: Order No. 9/12/81/EDN/Part/2012-13-1212 dated 29-01-2015.

Kum. Gayatri Gurudas Ghatwal, Scientific Officer has been declared fit by the Medical Board of Goa Medical College vide letter dated 15-01-2015, forwarded vide letter No. 4/105/85/H/GMC/2015/37 dated 20-01-2015. Further, her character and antecedents have been verified by the concerned authority and communicated that nothing adverse is reported against her.

M. L. Dicholkar, Director & ex officio Joint Secretary (Archives & Archaeology).

Panaji, 27th April, 2015.

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Department of Finance

Revenue & Control Division

Directorate of Accounts

Order

No. DA/Admn/46-2(172)/2015-2016/TR-90/02

The Notice of voluntary retirement tendered vide letter dated 31-12-2014 by Shri Prakash L. Pawshe,

Joint Director of Accounts (ad hoc) under the Common Accounts Cadre of the Directorate of Accounts and posted in the Directorate of Health Services, Campal, Panaji-Goa is hereby accepted by the Government with effect from 01-04-2015 (f.n.) in terms of Rule 48(1) of Central Civil Service (Pension) Rules, 1972.

Shri Prakash L. Pawshe, Joint Director of Accounts stands relieved from Government service with effect from 01-04-2015 (f.n.).

By order and in the name of the Governor of Goa.

G. P. Kanekar, Director & ex officio Jt. Secretary (Accounts).

Panaji, 13th April, 2015.

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Debt Management Division

Notification

No. 2/8/2012-Fin(DMU)

Read: (1) Notification No. 2/8/2012-Fin (DMU) dated 02-08-2012.

(2) Notification No. 2/8/2012-Fin (DMU) dated 07-11-2014.

In partial modification to Notification No. 2/8/2012-Fin (DMU) dated 02-08-2012 and in pursuance of Article 18 (a) of the Article of Association of Goa State Infrastructure Development Corporation Ltd., Government of Goa is pleased to appoint Mr. Siddharth Cuncollikar, MLA, Panaji as a Vice-Chairman of "Goa State Infrastructure Development Corporation Ltd." with immediate effect.

By order and in the name of the Governor of Goa.

Meenakshi S. Gad, Joint Secretary, Fin. (DMU).

Porvorim, 8th May, 2015.

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Department of Forest

Order

No. 4-3-2014/FOR/88

Read: Order No. 4-3-2014-FOR dated 04-03-2014.

Government is pleased to extend the term of ad hoc promotion of Shri A. G. Samant, Range

Forest Officer to the post of Assistant Conservator of Forests, Forest Department in the pay scale of ` 9,300-34,800+ GP: ` 4,600/- for a further period of six months w.e.f. 04-09-2014 to 03-03-2015.

By order and in the name of the Governor of Goa.

Neela S. Dharwadkar, Under Secretary (Forests).

Porvorim, 30th March, 2015.

Goa Legislature Secretariat

Notification

No. LA/MAINT./172/2015

In exercise of the powers vested in me by Rule 269 of the "Rules of Procedure and Conduct of Business of Goa Legislative Assembly" I declare that Shri Laxmikant Parsekar, Hon'ble Chief Minister, Government of Goa has laid the following document on the Table of the House on 27th March, 2015.

- a) Appropriation Accounts 2013-2014.
- b) Finance Accounts 2013-2014, Volume-I and II.

Assembly Hall,
Porvorim-Goa,
17th April, 2015.

N. B. SUBHEDAR
Secretary, Legislature

Department of Home
Home—General Division

Order

No. 1/13/2003-HD(G)/PF 2/1222

Read: Government Order No. 1/13/2003-HD(G)/PF 2 dated 28-12-2012.

Government is pleased to extend the term of deputation of Shri Anil D. Meshram, Inspector, CISF Unit KSTPP Korba (CG) of Border Security Force, New Delhi, as Dy. Superintendent of Police, Group 'B', Gazetted in the 2nd India Reserve Battalion, Goa in the pay scale of PB-2 9300-34800+ GP-5400, plus allowance as admissible under the rules, w.e.f. 15-05-2015 to 14-05-2016.

His extension shall be governed by standard terms of deputation as contained in office memorandum No.13/4/74-PER dated 12-02-1999 and as amended from time to time.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Home).

Porvorim, 22nd April, 2015.

Department of Labour

Notification

No. 28/1/2015-Lab/407

The following Award passed by the Labour Court-II, at Panaji-Goa on 10-02-2015 in reference No. LC-II/IT/04/13 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).

Porvorim, 31st March, 2015.

THE LABOUR COURT-II

GOVERNMENT OF GOA

AT PANAJI

(Before **Shri Suresh N. Narulkar**, Hon'ble Presiding Officer)

Case No. Ref. LC-II/IT/04/13

Mrs. Valanka Fernandes,
Rep. by the President,
Goa Trade and Commercial Workers' Union
having its office at Velho's Building, 2nd Floor,
Opp. Municipal Garden,
Panaji-Goa. Workman/Party I

V/s

The Sarpanch,
Village Panchayat of Nagoa,
Nagoa, Salcete-Goa. Employer/Party II

Workman/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II marked as Ex-parte.

Panaji, dated: 10-2-2015.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 11-02-2013, bearing No. 28/2/2013-Lab/65 referred the

following dispute for adjudication to the Industrial Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court thereafter assigned the present reference for its adjudication to the Labour Court-II vide her order dated 12-02-2013.

“(1) Whether the action of the Village Panchayat of Nagoa, Nagoa, Goa, in terminating the services of Mrs. Valanka Fernandes, Clerk, represented by the Goa Trade and Commercial Workers Union, with effect from 17-04-2012, is legal and justified?

(2) If not, to what relief the workperson is entitled?

2. On receipt of the reference, a case was registered under No. LC-II/TT/04/13 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. Initially the Employer/Party II (for short 'Employer') was represented by Adv. Shri B. Rodrigues however, subsequently neither the Employer nor the said Adv. Shri B. Rodrigues or any other duly authorized representative of the Employer remained present on the scheduled date of hearings without any justifiable cause. The court, after giving ample opportunities marked an ex-parte order against the Employer. Thereafter, the Employer filed an application dated 10-12-2013 for setting aside an ex-parte order dated 11-06-2013 passed against it. The said application of the Employer dated 10-12-2013 was allowed after hearing both parties to the present reference, subject to payment of cost of Rs. 500/- to the Workman on the next date of hearing, vide order dated 11-06-2014. The Employer, however neither appeared before this court on the subsequent scheduled date of hearings nor paid the said cost of Rs. 500/- to the Workman till date. The court, again after giving ample opportunities to the Employer, restored an ex-parte order dated 11-06-2013 passed against the Employer and an ex-parte proceedings were conducted.

3. The Workman/Party I (for short 'Workman'), filed her Statement of Claim on 24-06-2013 at Exhibit-5. The facts of the case in brief as pleaded by the Workman are that she was employed by the Employer as a 'Clerk' w.e.f. 26-10-2009 on a monthly salary of Rs.5,200/-. She stated that she worked for the Employer continuously from the date of her appointment i.e. 26-10-2009 till the date of termination of her service. She stated that as a clerk of the Employer, she was performing duties

such as typing work, taking inward and outward, receiving house tax on behalf of Employer and discharging valid receipts for the same, typing income certificate, residence certificate, divergence certificate etc. She stated that she was suddenly issued a letter dated 16-04-2012 informing that she is given break in service from 15-04-2012 and that she should not attend the work from 17-04-2012. She stated that the Employer has recruited new person illegally in her place. She stated that she wrote a letter dated 21-04-2012 to the Employer requesting to provide her employment as a clerk with immediate effect. She stated that the Employer however failed to provide her employment. Being aggrieved by the decision of the Employer she raised an industrial dispute before the Dy. Labour Commissioner, Margao on 23-06-2012, which ended in failure.

4. She submitted that the termination of her services w. e. f. 17-04-2012 is illegal, unjustified, bad-in-law and arbitrary. She submitted that no prior intimation or notice of whatsoever nature was issued to her before illegal termination of her services w.e.f. 17-04-2012 by the Employer. She contended that the termination of her services is an mischievous exercise done by the Employer to take her revenge as the current Sarpanch had told her that she has been appointed by its erstwhile Sarpanch of different political affiliation and that now the current set-up does not require her services and that they wanted to accommodate a person of their own choice in her place. She submitted that the aforesaid act of the Employer is illegal, smacks of malafide, unjustified and bad-in-law.

5. She submitted that after termination of her services, the Employer has recruited a new clerk in her place by name Ms. Hazel. She submitted that she is unemployed and does not have any source of income to maintain herself. She submitted that she has tried to secure an alternate employment in many places, however she has not been able to secure any gainful employment till date. She therefore prayed that the action of the Employer in terminating her services be held as illegal, unjustified and bad-in-law and she be reinstated in the services of the Employer as a clerk with full back wages, continuity in service and all other consequential benefits.

6. This court framed the following issues on 26-08-2014 at Exb.11.

1. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating

her services w. e. f. 17-04-2012 is illegal and unjustified?

2. Whether the Workman/Party I proves that she is entitled for any relief?

3. What order? What award?

7. My findings to the aforesaid issues are as under:

(a) Issue No. 1: In the affirmative.

(b) Issue Nos. 2 & 3: As per final order.

REASONS

8. *Issue No.1:* I have heard the oral arguments of Id. Adv. Shri Suhas Naik, appearing for the Workman. None present for the Employer at the time of final arguments.

9. Id. Adv. Shri Suhas Naik, representing the Workman during the course of his oral arguments submitted that the Workman was in the employment of the Employer Panchayat w.e.f. 26-10-2009 continuously till the illegal termination of her services w.e.f. 17-04-2012. He submitted that the Workman was issued a letter dated 16-04-2012 by the Employer Panchayat informing her that she is given break in service effective from 15-04-2012 and that she should not attend the work from 17-04-2012. He submitted that before termination of service of the Workman, neither she was given prior intimation nor any notice of whatsoever nature. He submitted that the sudden termination of services of the Workman w.e.f. 17-04-2012 amounts to illegal retrenchment of the Workman. He submitted that the Employer has also recruited new person in her place of work. He therefore submitted that the termination of service of the Workman from 17-04-2012 is in violation of section 25-F and Section 25-H of the I.D. Act, 1947.

I have carefully perused the entire records of the present case. I have also carefully considered the oral submissions made by the Id. Adv. Shri Suhas Naik, appearing for the Workman.

10. To prove her case, the Workman has examined herself. The Workman has also produced on record certain documentary evidence such as her application dated 26-10-2009 (Exb.13), copies of extract of attendance roll maintained by the Employer (Exb.14-colly) and her termination letter dated 16-04-2012 (Exb.17) in support of her oral evidence. The said oral as well as documentary evidence on record remained unchallenged for want of denials.

11. The said oral as well as documentary evidence on record indicates that the Workman was employed as 'Clerk' by the Employer Panchayat on 26-10-2009 on a monthly salary of Rs. 5,200/-. The evidence on record indicates that the Workman was performing the clerical duties. The evidence on record indicates that the Workman was in the employment of the Employer Panchayat from the date of appointment i.e. 26-10-2009 continuously till the date of her termination from 17-04-2012. The evidence on record indicates that the services of the Workman has been terminated by the Employer Panchayat vide their letter dated 16-04-2012 informing her that she has been given break in service effective from 15-04-2012 and that she should not attend work w.e.f. 17-04-2012.

12. The Workman contended that the termination of her service is in violation of Section 25-F of the I. D. Act, 1947. For the application of Section 25-F, the concerned workman shall be in continuous service of the Employer preceding the twelve calendar months from the date of termination of service. The term 'continuous service' has been defined u/s 25-B of the I.D. Act, 1947. In terms of provisions Section 25-B of the I.D. Act, 1947, a Workman shall be said to be in continuous service for a period of one year, if the Workman during the period of twelve calendar months preceding the date of termination has actually worked under the Employer for not less than 240 days. The evidence on record indicates that the Workman has actually worked for 335 days with the Employer Panchayat preceding the twelve calendar months from the date of termination of her services and hence, it is held that the Workman was in continuous service of the Employer preceding twelve calendar months from the date of termination of her services. The Employer was therefore mandatorily required to comply with Section 25-F of the I.D. Act, 1947. The evidence on record indicates that at the time of termination of services of the Workman, neither she was issued one month notice in advance or one month pay in lieu of notice nor paid or offered retrenchment compensation as required under Section 25-F of the I.D. Act, 1947. Thus, the termination of service of the Workman is in violation of the provisions of Section 25-F of the I.D. Act, 1947.

13. The Workman further contended that the termination of her services is also in violation of Section 25-H of the I.D. Act, 1947. The evidence on record indicates that the Employer Panchayat

also recruited a new person by name Ms. Hazel in place of the Workman, thereby violated Section 25-H of the I.D. Act, 1947. The evidence on record indicates that no justification of whatsoever nature was given by the Employer Panchayat to the Workman in the termination letter issued to her. Thus, the sudden termination of services of the Workman amounts to illegal retrenchment of service of the Workman. In view of the above, it is held that the action of the Employer Panchayat in terminating the services of the Workman w.e.f. 17-04-2012 is illegal and unjustified. The issue No.1 is therefore answered in the affirmative.

14. *Issue No. 2:* I have heard the oral arguments of Id. Adv. Shri Suhas Naik, appearing for the Workman. I have carefully perused the entire records of the present case. I have also carefully considered the oral submissions made by the Id. Adv. Shri Suhas Naik, appearing for the Workman.

While deciding the issue No.1 herein above, I have come to the conclusion and held that the action of the Employer Panchayat in terminating the services of the Workman w.e.f. 17-04-2012 is illegal and unjustified. The evidence on record indicates that the Workman is unemployed and does not have any source of income to maintain herself. The evidence on record indicates that the Workman has tried to secure employment in many places, however, she has not been able to secure any gainful employment till date.

15. In the case of **Deepali Gundu Surwase v/s Kranti Junior Adhyapak Mahavidyalaya (D. ED.) and Ors., reported in (2013) 10 SCC 324**, the Hon'ble Apex Court has held that if the order of termination is void *ab initio*, the workman is entitled to full back wages. The relevant para of the decision is extracted hereunder:

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer-employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in

life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the employer would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments."

Applying the law laid down by the Hon'ble Apex Court in its aforesaid decision, as the termination of service of the Workman is illegal and unjustified, she is entitled for reinstatement along with full back wages, continuity in service and all other consequential benefits. The Workman is therefore ordered to be reinstated in the services of the Employer along with full back wages, continuity in service and all other consequential benefits.

In view of above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Village Panchayat of Nagoa, Nagoa, Goa, in terminating the services of Mrs. Valanka Fernandes, Clerk, with effect from 17-04-2012, is illegal and unjustified.
2. It is ordered that the Workperson Mrs. Valanka Fernandes, Clerk, be reinstated in the service of the Employer Panchayat along with full back wages, continuity in service and consequential benefits.
3. No order as to cost.
4. Inform the Government accordingly.

(Suresh N. Narulkar)
Presiding Officer
Labour Court-II

Notification

No. 28/1/2015-Lab/408

The following Award passed by the Labour Court-II, at Panaji-Goa on 28-01-2015 in reference No. LC-II/IT/10/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 31st March, 2015.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

**(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)**

Case No. Ref. LC-II/IT/10/10

Shri Subhash K. Parab,
Maurecio Apartment,
Shirvordem, Navelim,
Salcete-Goa. Workman/Party I

V/s

M/s. Agency Real Margao Pvt. Ltd.,
Mascarenhas Bldg.,
3rd floor, M.G. Road,
Panaji-Goa. Employer/Party II

Workman/Party I represented by Adv. Shri S. K. Manjrekar.

Employer/Party II represented by Adv. Shri G. K. Sardessai.

Panaji, dated 28-1-2015.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 23-04-2010, bearing No. 28/8/2010-LAB referred the following dispute for adjudication to the Industrial Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court thereafter assigned the present reference for its adjudication to the Labour Court-II vide its order dated 16-08-2010.

“(1) Whether Shri Subhash K. Parab, Salesman, can be construed as a “Workman” as per Section 2 (s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?

(2) If the answer to Issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. Agency Real Margao Pvt. Ltd., Margao, Goa, in refusing employment to Shri Subhash K. Parab, Salesman, with effect from 08-08-2005, is legal and justified?

(3) If the answer to Issue No. (2) above is in the negative, then, what relief the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/10/10 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short ‘Workman’), filed his Statement of Claim on 02-12-2010 at Exhibit-6. The facts of the case in brief as pleaded by the workman are that he was initially employed by the Employer/Party II (for short ‘Employer’) as a ‘Salesman’ somewhere in the year 1975 in its firm and posted at Hubli. He stated that somewhere in the year 1976, the said Hubli wing of the Employer firm was closed and transferred at Margao. He stated that beside the sales, he was also performing other nature of duties such as clerical etc. with the Employer. He stated that the nature of duties performed by him are squarely of a workman category. He stated that thereafter the Employer Company changed his designation as ‘Manager’, but his nature of duties performed by him remained unchanged. He stated that though he was called as Manager and/or In-charge, he was not having any authority or power to supervise, administer or control over any of the employees of the Employer. He submitted that he was not having any decision taking powers or authority. He submitted that he was not assigning any duties or supervising any workers nor was he sanctioning and/or recommending any leave of any employees working at the same place. He therefore submitted that he is a ‘Workman’ within the meaning of section 2(s) of the I.D. Act, 1947. He stated that he was also working for sales of the Employer's goods and therefore the Employer bifurcated his salary component per month as basic salary and commission. He submitted that the provisions of Sales Promotion Employee's (Conditions of Services) Act, 1976 are also applicable, besides the provisions of the Industrial Disputes Act, 1947.

3. He stated that he established one shop for his spouse with the consent and permission of the competent authority of the Employer. He stated that his wife was taking goods from the Employer for sales on credit basis and on his personal surety.

He stated that his wife could not manage the said business properly and therefore the said business went in to financial losses and as such she could not make any payment to the Employer for the goods purchased from the Employer Company. He stated that he had issued 3 cheques drawn from the Goa Urban Co-operative Bank Ltd., bearing No. 768994, 768995 and 768996 for the total amount of Rs. 2,48,611/- (Rupees two lakh forty eight thousand, six hundred and eleven only) as per the directions of the Employer Company. He stated that despite his dedicated service, he was being ill-treated and harassed and even sometimes insulted by the authorities of the Employer for no reasons. He submitted that he was compelled and forced to submit his resignation letter dated 07-08-2005 by threat, undue force and coercion by the Director of the Employer. He stated that he was promised that his legal dues and terminal benefits would be settled in quick time, but the Employer failed to fulfill the promise given to him. He stated that he was also instructed by the said authority not to report for his duties from 08-08-2005 onwards. He stated that thus neither he was paid his legal dues nor he was allowed to report for his duties. He stated that at no point of time said resignation letter was accepted by the Employer. He stated that the Employer also obtained 4 cheques drawn from the Quepem Urban Co-operative Society Ltd., amounting Rs. 3,66,264/- (Rupees three lakh sixty six thousand two hundred and sixty four only) from him towards the alleged apprehended and/or estimated loss/damages if any, which might have been suffered to the Employer during the tenure of his service with the Employer Company. He stated that he, having fully known that there is no loss or any damages but as forced by the Employer submitted these cheques. He stated that there was absolutely no loss, damages and/or any mis-appropriation in the Margao depot where he was working. He stated that he had withdrawn his resignation letter vide his letter dated 02-11-2006 and requested the Employer to allow him to join his duties as 'Salesman'. He stated that on receipt of his letter of withdrawal of resignation dated 02-11-2006 and requesting him to allow to report for duties, the Employer denied the contents of his letter dated 02-11-2006 as well as letter dated 07-08-2005 vide its letter dated 13-11-2006 and alleged that he abandoned the work since 08-07-2005 and that he was liable for disciplinary action, though in reality he was not allowed to report for his duties inspite of the fact that he was ever ready and willing to report for work.

4. He submitted that neither he was issued show-cause notice and/or charge-sheet nor conducted any inquiry against him, but only forced to submit the resignation by coercion, pressure and threat. He submitted that he was also not paid any retrenchment compensation, notice pay as envisaged u/s. 25-F of the I.D. Act, 1947. He submitted that at the time of refusal of employment to him, he was drawing more than Rs.10,000/- (Rupees ten thousand only) salary which constitute the Basic Pay and Commission.

5. He submitted that after refusal of employment, he tried his level best to procure an alternate employment, however because of his age factor, he could not succeed in getting any employment. He submitted that after refusal of service, he is continuously unemployed and suffering from financial difficulties. He submitted that the entire action of the Employer is illegal, unjustified and contrary to the provisions of the I.D. Act, 1947. He therefore prayed to declare that he is a 'Workman' within the meaning of Section 2(s) of the I.D. Act, 1947 and that his refusal from employment by the Employer is illegal and unjustified. He further prayed to direct the Employer to reinstate him in its service with full back wages and all other consequential benefits.

6. The Employer controverted the claim of the Party I by filing its Written Statement on 24-02-2011 at Exb. 7. The Employer, by way of preliminary objections, submitted that the reference is not maintainable as the Party I is not a "Workman" as defined u/s. 2(s) of the I. D. Act, 1947. The Employer stated that the Party I was appointed as a "Manager" and was discharging managerial functions. The Employer submitted that the present dispute is not an "Industrial Dispute" as defined u/s 2(k) of the I.D. Act, 1947. The Employer further submitted that the Party I has abandoned his service as its 'Manager' for his act of mis-appropriation, which he admitted in writing. The Employer submitted that there has been no refusal of employment as alleged by him.

7. The Employer stated that the Party I was promoted to the post of "Sales In charge-cum-Manager" w.e.f. 06-08-1996 and was discharging duties as Manager since 06-08-1996. The Employer stated that the Party I has misappropriated its fund, while acting as its Manager and has in fact admitted the same in writing. The Employer stated that the Party I has also issued cheques towards payment of part of such amount. The Employer stated that it was only out of humanitarian grounds, he did not file any Police Complaint

against the Party I. The Employer stated that the Party I had issued 3 cheques for the amount totalling to Rs. 2,48,611/- (Rupees two lakhs forty eight thousand six hundred and eleven only) vide cheque Nos. 768994, 768995 and 768996, drawn on the Goa Urban Co-operative Bank towards unpaid amount of purchase of liquor, which was done without his knowledge. The Employer stated that the Party I has abandoned his services since 08-07-2005. The Employer stated that the Party I was liable for disciplinary action and criminal prosecution also. The Employer stated that the contents of letter dated 13-11-2006 are in consonance with the factual position. The Employer stated that Section 25-F of the I.D. Act, 1947 is not applicable to Party I and there is no case of refusal of employment. The Employer denied the overall case of the Party I as pleaded in his statement of claim filed in the present proceedings and prayed for dismissal of the present reference.

8. Thereafter, the Party I filed his Rejoinder on 05-04-2011 at Exhibit-9. The Workman, by way of his Rejoinder denied each and every statement, averments and submissions made by the Employer vide their Written Statement filed in the present proceedings and reiterates and confirms the statements, averments and submissions made by him in his statement of claim.

9. Based on the pleadings filed by the respective Parties, this Labour Court-II framed the following issues at Exb.10.

1. Whether the Party-I proves that he is a "Workman" as defined u/s. 2(s) of the I. D. Act, 1947?
2. Whether the Workman/Party I proves that he was compelled and forced to submit the resignation letter dated 07-08-2005 by threat, undue force and coercion by the Party II?
3. Whether the Workman/Party I proves that the said resignation letter dated 07-08-2005 was not accepted by the Party II?
4. Whether the Workman/Party I proves that the action of the Employer in refusing him employment w. e. f. 08-08-2005 is illegal and unjustified?
5. Whether the Employer/Party II proves that the Party I was performing managerial duties?
6. Whether the Employer/Party II proves that there does not exist an 'Industrial dispute' as defined u/s 2(k) of the I.D. Act, 1947?

7. Whether the Employer/Party-II proves that the Party I abandoned his services?

8. Whether the Party I is entitled for any relief?

9. What order? What award?

10. My findings to the aforesaid issues are as under.—

- | | |
|----------------------|---------------------|
| (a) Issue No. 1: | In the affirmative. |
| (b) Issue No. 2: | In the negative. |
| (c) Issue No. 3: | In the affirmative. |
| (d) Issue No. 4: | In the negative. |
| (e) Issue No. 5: | In the negative. |
| (f) Issue No. 6: | In the negative. |
| (g) Issue No. 7: | In the affirmative. |
| (h) Issue No. 8 & 9: | As per final order. |

11. Before adverting myself to the discussion on merits, it is worthwhile to mention that the present reference was decided by this court vide Award dated 28-12-2012, which was an ex-parte award. By application dated 22-03-2013, the Employer prayed to set aside the said award. The said application of the Employer was allowed, after hearing both the parties to the reference, by order dated 22-07-2013, upon payment of cost of Rs. 4,000/- to be paid to the Party I by the Employer. It was thereafter the matter proceeded a fresh. Thus, I proceed to give the reasons for the findings above.

REASONS

12. *Issue No.1 and 5:* I am deciding the Issue No. 1 and 5 together as both the said issues No.1 and 5 are co-related to each other.

I have heard the oral arguments of Id. Adv. Shri S. K. Manjrekar appearing for the Party I as well as Id. Adv. Shri G. Sardesai appearing for the Employer.

13. Id. Adv. Shri S. K. Manjrekar, representing the Party I, during the course of his oral arguments submitted that the Party I, in order to prove his case that he is a 'Workman' within the meaning of Section 2(s) of the I.D. Act, 1947, has produced on record certain oral as well as documentary evidence by examining himself. He submitted that Party I was initially appointed as 'Salesman' and was performing the duties of 'Salesman' and some clerical nature of duties. He submitted that though the designation of the Party I was subsequently changed as a 'Sales In-charge-cum-Manager' vide letter of the Employer dated 05-08-1996, the nature of the duties which he was performing remained

unchanged. He submitted that the Party I was not having any authority or power to supervise, control or administer or manage any activities of the Employer. He therefore submitted that the said oral as well as documentary evidence on record clearly proves that the Party I was performing the work of clerical nature and as such the Party I is a 'Workman' within the meaning of section 2(s) of the I. D. Act, 1947. He relied upon following decisions of Hon'ble High Court in support of his oral arguments.

1. In the case of **Promer Sales Pvt. Ltd. v/s Manohar Sondhur and Ors., Writ Petition No. 887 of 1982**, of Hon'ble High Court of Bombay.
2. In the case of **M. Visvesvaraya Industrial Research and Development Centre, Mumbai v/s Dilip Madhavrao Vaidya, reported in 2014 III CLR 232**, of Hon'ble High Court of Bombay.
3. In the case of **Chandrashekhar Chintaman Vaidya v/s National Organic Chemical Industries Ltd., Akola**, reported in **2010 II CLR 121**, of Hon'ble High Court of Bombay.
4. In the case of **Pam Network Ltd., Corporate Office Bangalore v/s B. Balakrishna** reported in **2011 I CLR 180**, of Hon'ble High Court of Karnataka.
5. In the case of **Berger Paints India Ltd. v/s Shri Chandrakant N. Raut and Anr., reported in 2001 LLR 215**, of Hon'ble High Court of Bombay.

14. On the contrary, Ld. Adv. Shri G. K. Sardessai, representing the Employer, during the course of his oral arguments, submitted that the burden to prove the issue No.1 i.e. whether the Party I is a 'workman' within the meaning of section 2 (s) of the I.D. Act, 1947, is on the Party I. He submitted that it is settled principle of law that the burden lies on the person, who asserts the status of the 'workman' u/s 2 (s) of the I.D. Act, 1947, to establish with reference to the dominant nature of his/her duties that the work which is performed falls within the inclusive categories of the Workman and relied upon two judgments, one in the case of **Somnath Tulsidas Galande v/s Presiding Officer, Second Labour Court, Pune and Ors., reported in 2008 (5) BCR 865** and another in the case of **Standard Chartered Bank v/s Vandana Joshi reported in 2010 I CLR 163**. He submitted that the Party I has to prove the said issue by cogent and reliable evidence. He submitted that to prove the issue No.1, the

Party I has to plead in detail, his predominant nature of duties and responsibilities, which he was performing at the time of alleged refusal/termination of his employment. He relied upon a judgment of Hon'ble Apex Court in the case of **H. R. Adyanthaya v/s Sandoz India Ltd., reported in 1994 (5) SCC 737**. He submitted that the Party I has however, pleaded that besides the sales, he was also performing clerical nature of duties with the Employer. He submitted that the said pleadings of the Party I are vague in nature. He submitted that the Party I has failed to plead and also prove in detail his predominant nature of duties and responsibilities, which he was performing at the time of alleged refusal/termination of his employment. He therefore submitted that the Party I has failed to prove that he is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947 by cogent and reliable evidence. He submitted that on the contrary, the Employer pleaded that the Party I was designated as 'Manager' at the time of alleged refusal of his services and was performing duties of managerial in nature. He submitted that in support of its oral evidence, the Employer has produced on record a documentary evidence such as promotion letter of the Party I dated 05-08-1996 (Exb.33) wherein his duties were spelt out, complaint dated 26-02-2004 (Exb.34) lodged by the Party I against an employee namely Shri Sandeep Naik for misappropriation of funds, extract of salary register (Exb.35 and Exb.42-colly), voucher receipts (Exb. 36-colly), various correspondence made to the head office at Panaji (Exb. 37, Exb. 38, Exb. 39 and Exb. 40) and credit notes (Exb.41-colly). He submitted that the oral as well as documentary evidence adduced by the Employer on record clearly established that at the time of alleged refusal of service of the Party I, he was designated as 'Sales In-charge cum Manager' and was performing the duties of supervisory, administrative and managerial in nature. He submitted that the Party I also claimed that he was working as a 'Salesman' and therefore he was covered under the Sales Promotion Employees (conditions of service) Act, 1976. He submitted that the said Act is not applicable to the Salesman of the Employer, but was made applicable to the 'Medical Representative' in the first instance. He therefore submitted that the Party I is not a 'workman' within the meaning of section 2 (s) of the I.D. Act, 1947.

I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Party I. I have also carefully

considered the oral submissions made by the Id. Advocates appearing for the respective parties.

15. In the case of **Somnath Tulsidas Galande v/s Presiding Officer, Second Labour Court, Pune and Ors., reported in 2008 (5) BCR 865**, the Hon'ble High Court of Bombay has held that *"it is settled principle of law that the onus lies upon the workman to prove that he satisfies the essential ingredients of being a workman and therefore could raise an industrial dispute"*.

16. In another case of **Standard Chartered Bank v/s Vandana Joshi, reported in 2010 1 CLR 163**, the Hon'ble High Court of Bombay has observed that *"it is now a well settled principle of law that the burden lies on the person, who asserts the status of a 'workman' u/s 2 (s) to establish with reference to the dominant nature of his/her duties that the work which is performed falls within one of the stipulated categories in section 2 (s)"*.

Thus, it is settled principle of law that the onus lies upon the workman to prove that he satisfies the essential ingredients of being a 'workman' as defined u/s 2 (s) of the I.D. Act, 1947.

17. The Party I has raised the present dispute pertaining to his non-employment by the Employer Company. The Employer Company denied that the Party I is a "Workman" within the meaning of Section 2(s) of the I. D. Act, 1947. It is therefore necessary to refer to the provisions of Section 2(s) of the I. D. Act, 1947 which defines the term "Workman":

"Section 2 (s), "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied and for the purposes of any proceedings under this act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or a consequence of that dispute or dismissal, discharge or retrenchment has laid to that dispute, but does not include any such person

- (1) *who is subject to the AIR Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957) or*
- (2) *who is employed in the police service or as an Officer or other employee of a prison or*
- (3) *who is employed mainly in a managerial or administrative capacity*

- (4) *who, being employed in a supervisory capacity draws wages exceeding Rs. 1,600/- per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

Thus, the 'Workman' means any person employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or rewards. Thus, it is now well settled principles of law that whether a person concerned is a Workman or not within the meaning of Section 2(s) of the I.D. Act, 1947, depends upon his predominant nature of duties and responsibilities performed by him at the time of termination of his services.

18. In the case of **H. R. Adyanthaya v/s Sandoz India Ltd., reported in 1994 (5) SCC 737**, the Constitution bench of the Hon'ble Apex Court has summarized the legal position that arose from the statutory provisions and from the decisions rendered by the court. The Hon'ble Apex Court has observed that a person to be a workman under the I.D. Act, 1947 must be employed to do the work of any of the categories, viz. manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of four exception to the definition of the workman. The principle laid down by the Hon'ble Apex Court is well established and there is no dispute about the same.

19. Ld. Adv. Shri G. Sardesai, representing the Employer, during the course of his oral arguments submitted that though the Party I was required to plead and consequently prove his predominant nature of duties, which he was performing at the time of alleged refusal of his employment, he failed to plead and consequently prove the same. The Party I pleaded that besides the sales, he was also performing other nature of duties including of clerical nature with the Employer. The Party I further pleaded that the nature of duties performed by him is purely of the workman category. Thus, upon careful perusal of pleadings of the Party I, it appears that the Party I has not specifically pleaded each and every nature of his duties, which were clerical in nature and which he was performing at the time of alleged refusal of his employment. But it appears that the Party I was performing the duties of sale of goods of the Employer. Thus, the pleadings of the Party I on record shows that he was performing the sales of the Employer's goods. Hence, I do not find any merits in the aforesaid submissions of Ld. Adv.

Shri G. Sardessai, appearing for the Employer that the Party I has failed to plead his predominant nature of duties and responsibilities, which he was performing at the time of alleged refusal of his employment.

20. *Ld. Adv. Shri S. K. Manjrekar* during the course of his oral arguments relied upon the following decisions of Hon'ble High Courts.

In the case of **Promer Sales Pvt. Ltd. v/s Manohar Sondhur and Ors., reported in 1993 LLR 193**, before the Hon'ble High Court of Bombay, the Respondent was employed as 'Sales Representative'. He was performing multifarious duties. His main job was that of a Salesman and in doing so he was not only doing some clerical work, but also work of repairing radio etc. As a Sales Representative, he was collecting accounts by copying the ledger of each dealer and was supposed to tally accounts so as to confirm the balance due on the date and take the existing stock of goods showing the condition of the goods and also collect the due amount by way of cheques, demand drafts, cash and book fresh orders and give receipts for the same, give daily report of his work, to check radios whether they are defective and used to repair radio in case of minor defect. Major defects were reported to the head office. The Hon'ble High Court has held that the nature of work is clerical in addition to technical and manual work. Hence, he is a 'workman' u/s 2 (s) of the I.D. Act, 1947.

21. In the case of **Chandrashekhar Chintaman Vaidya v/s National Organic Chemical Industries Ltd., Akola**, reported in **2010 II CLR 121**, before the Hon'ble High Court of Bombay, *"the Appellant being supervisor by designation, was held not to be Workman in his ULP complaint against Respondent. The said findings of Labour Court was upheld by Industrial Court in Revision Application. The Writ Petition filed by the Complainant was rejected. The Hon'ble High Court has held that "the predominant nature of work done by employee has to be seen. Proof of facts as to the nature of duties done by complainant, prove it to be clerical in nature. Adverse inference can be drawn against Respondent for non-production of documents called for by complainant."*

22. In the case of **Mayank Dessai v/s Sayaji Iron and Engg. Co. Ltd., and anr**, reported in **2011 II CLR 485**, the Hon'ble High Court of Gujarat has held that *"while examining the issue as to whether the employee is a Workman under the act, the dominant purpose of employment must*

be first taken into consideration and the gloss of some additional duties must be rejected, while determining the status and character of the person. The Court has to decide whether the work performed by the employee, is of supervisory or managerial in nature. The label by which the post of the employee is advertised, is of no consequences. For determining the question as to whether a person employed in an industry is a Workman or not, not the nature of work performed by him, but also the terms of the appointment in the job performed are relevant consideration."

23. In the case of **Pam Network Ltd., Corporate Office Bangalore v/s B. Balakrishna** reported in **2011 I CLR 180**, the Hon'ble High Court of Karnataka has held that *"when the employee is not supervising work of any employees in his section and has himself to report to his superiors, and he is neither an appointing authority nor disciplinary authority in the establishment and he does not take any policy decisions, his nomenclature or salary is not a criteria to assess the nature of his work. He is a Workman u/s. 2(s) of the I.D. Act, 1947."*

24. In the case of **M. Visvesvaraya Industrial Research & Development Centre, Mumbai v/s Delip Madhavrao Vaidya** reported in **2014 III CLR 232**, the Hon'ble High Court of Bombay has observed that *"to ascertain whether a person is a workman or not under Section 2(s), there is a two stage enquiry. First whether a person is employed to do any manual, unskilled, skilled technical, operational, clerical or supervisory work. Once that is established, the second is whether he falls within the four exceptions laid down i.e. working in air force, army, police or whether he is working in managerial, administrative capacity or he is employed in supervisory capacity drawing wages exceeding the sum specified. The Hon'ble High Court further observed that Hence the position in law as it obtains today is that a person to be a workman under the I.D. Act must be employed to do work of any of the categories viz. Manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to be definition. We reiterate the said interpretation"*.

25. In the case of **Berger Paints India Ltd. v/s Shri Chandrakant N. Raut and Anr.**, reported in **2001 LLR 215** before the Hon'ble High Court of Bombay, the Respondent No. 1 was initially appointed as 'Sales Representative' in 1986 and subsequently promoted as 'Senior Sales Representative' in 1988. It was the duty of the

Respondent No. 1 to obtain order, collect payment against goods supplied, submit daily report of sales performance, collect the outstanding from the dealer and also to appoint new dealers within the jurisdiction of Mumbai city. The Hon'ble High Court has held that *"the aforesaid duties performed by the Respondent No. 1 are mainly of clerical in nature and as such the Respondent No. 1 is a 'Workman' within the meaning of section 2(s) of the I.D. Act, 1947."*

26. Admittedly, the Party I was initially appointed as 'salesman' in the year 1975 by the Employer. Subsequently the Party I was promoted to the post of 'Sales In-charge-cum-Manager', vide letter of the Employer dated 05-08-1996. The Party I worked with the Employer as 'sales in-charge-cum-manager' from 06-08-96 till the date of alleged refusal of his employment. By the said letter of promotion issued to the Party I, his duties has been spelt out as (i) he is being entrusted with the various stock, products of the company for the purpose of sales-cum-distribution to the wholesale outlet, (ii) he is being entrusted with the responsibility of daily stock supplied to godown under his charge and control (iii) as a part of his duty, he is responsible and accountable for the money due and payable towards the sales effected through the godown under his charge and control, (iv) as a manager, he is responsible to manage the staff working under him and (v) the other terms and conditions of the employment shall be governed under Goa, Daman & Diu Shops and Establishments Acts and Rules, 1973. The Party I also accepted and confirmed his aforesaid terms and conditions of his promotional post.

27. The Party I has examined himself and stated on oath that he was doing the sales for and on behalf of the Employer and was also performing clerical nature of work for the Employer. He deposed that though he was given a letter changing his designation as 'sales in-charge-cum-manager' and though in the said letter it has been specified certain nature of duties to be performed by him, however his nature of duties were not changed and he was performing the same nature of duties like sales and clerical type of work. The Employer has also produced on record certain documents through the cross-examination of the Party I such as complaint dated 26-02-2004 (Exb.34), extract of the salary register (Exb.35 and Exb.42-colly), voucher receipts (Exb.36-colly), various correspondence exchanged between Party I and him (Exb. 37 to Exb.40) and credit notes (Exb.41-colly). The said complaint dated

26-02-2004 at Exb. 34 was lodged by the Party I at Margao Police Station against an employee namely, Shri Sandip Naik for misappropriation of funds. The said complaint on record at Exb.34 clearly indicates that the Party I was empowered to take action against the employees of the Employer. The extract of the salary register (Exb. 35 and Exb.42-colly) on record shows that the Party I was designated as manager. The voucher receipts at Exb.36-colly on record shows that the Party I has made payment in cash to certain persons for loading and unloading of goods of the Employer. The various correspondence made by the Party I to the head office of the Employer (Exb.37 to Exb.40) shows that he was entrusted with the responsibility of daily stock, product of the Company supplied to the godown under his charge and control. The credit notes which are on record at Exb.41-colly (42 in No.) indicates that the Party I had signed the said note on behalf of the Employer by raising the outstanding bills of the various customers of the Employer.

28. Thus, the Party I was designated as 'Sales in-charge-cum-Manager' at the time of alleged refusal of his employment and was working at Margao depot of the Employer. The evidence on record indicates that the Party I was performing the duties as spelt out in his letter of promotion dated 05-08-1996 at Exb. 33. As observed by the Hon'ble High Court of Bombay in its case of **Berger Paints India Ltd. (supra)**, the aforesaid predominant duties and responsibilities performed by the Party I as 'Sales-in-charge-cum-Manager' are clerical in nature, which are incidental to his supervisory and administrative nature of duty of lodging a police complaint at Exb.34. The aforesaid predominant duties and responsibilities of the Party I falls within the inclusive categories of the definition 'workman' under the I.D. Act, 1947. The Party I is therefore a 'workman' within the meaning of section 2 (s) of the I.D. Act, 1947. The issue No.1 is therefore answered in the affirmative and the issue No.5 is answered in the negative.

29. *Issue No.2:* I have heard the oral arguments of Id. Adv. Shri S. K. Manjrekar appearing for the Party I as well as Id. Adv. Shri G. Sardesai appearing for the Employer.

Ld. Adv. Shri S. K. Manjrekar, representing the Workman during the course of his oral arguments submitted that the oral evidence of the Workman on record proved that he was compelled and forced to submit his resignation letter dated 07-08-2005 by threat, undue force and coercion by

the director of the Employer Company. He submitted that the Workman was promised by the Employer that his legal dues and terminal benefits would be settled in quick time.

30. On the contrary, *Ld. Adv. Shri G. Sardessai*, representing the Employer during the course of his oral arguments submitted that the burden to prove the issue No. 2 is on the Workman. He submitted that the Party I failed to specifically plead in his entire pleadings the alleged incident in detail which constitute an act of threat, coercion and undue force. He submitted that consequently, the Party I failed to prove the issue No. 2 by leading cogent and reliable evidence. He submitted that mere pleading or merely stating on oath the alleged act is not enough, but one has to plead and consequently prove the aforesaid alleged act by specifying the detailed facts, which constitutes the alleged act.

I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Party I. I have also carefully considered the oral submissions made by the *ld. Advocates* appearing for the respective parties.

31. The Party I pleaded that he was compelled and forced to submit the resignation letter dated 07-08-2005 by threat, undue force and coercion by the Director of the Company and that he was promised by the Employer that his legal dues and terminal benefit would be settled in quick time. The Employer denied the aforesaid allegations made by the Party I in his claim statement.

32. To prove his case, the Party I was required to plead the detailed facts of the alleged incident, which constitutes an act of threat, coercion and undue force on the part of the Employer. The Party I has however, failed to plead specifically by describing the alleged incident in detail, which constitute an act of threat, coercion and undue force. The Party I has also failed to explain the circumstances which compelled and forced him to submit the resignation letter dated 07-08-2005 by giving details of the alleged incident.

33. The Party I pleaded that he has submitted his resignation letter on 07-08-2005 under threat, undue force and coercion. The Workman, in support of his oral evidence, also produced on record a copy of his resignation letter dated 07-08-2005 (Exb.W/4). The evidence on record proves that the said resignation letter at Exb.W/4 was submitted by the Workman. Upon careful perusal of the said resignation letter dated 07-08-2005, it indicates that the Party I stated that

he has resigned from the post of Manager w.e.f. 08-08-2005 and requested the Employer to accept his resignation and relieve him from his duty immediately. The said resignation letter is unconditional and it does not speak about the alleged payment of legal dues in quick time as alleged by the Party I. The Party I, vide his another letter dated 02-11-2006 addressed to the Employer informed that he withdraw his resignation letter dated 07-08-2005, after a gap of one year and three months approximately. The evidence on record indicates that the Party I has not filed any police complaint against the alleged act of threat, coercion and undue force of the Director of the Employer nor demanded his reinstatement within a reasonable time in the intervening period i.e. from 08-08-2005 till his withdrawal of resignation dated 02-11-2006, though the Employer failed to pay his legal dues.

34. The Party I, in his cross-examination deposed that he had withdrawn his resignation letter dated 07-08-2005 at Exb.W/4 as the management refused to pay his legal dues. He admitted that he had told the Employer to accept his resignation by paying his legal dues. He admitted that the cheques as mentioned by him in para 13 of his affidavit in evidence pertains to the payment made towards the goods supplied by the Employer Company. He deposed that in the intervening period of his resignation letter dated 07-08-2005 till withdrawal of the said resignation letter dated 02-11-2006, he was waiting for his payment towards legal dues as promised by the management. He deposed that he has not written any letter in writing to the management of the Employer during the said intervening period. He deposed that after signing the alleged resignation letter dated 07-08-2005, he did not report for his duties as the management had promised to pay his dues. The aforesaid facts on record clearly proves that the Workman submitted his resignation dated 07-08-2005 voluntarily and on his own volition. Hence, in the absence of any cogent evidence on record, it is held that Party I has failed to prove that he was compelled and forced to submit the resignation letter dated 07-08-2005 by threat, coercion and undue force by the Employer. The issue No. 2 is therefore answered in the negative.

35. *Issue No.3:* I have heard the oral arguments of *ld. Adv. Shri S. K. Manjrekar* appearing for the Party I as well as *Ld. Adv. Shri G. Sardessai* appearing for the Employer. I have also carefully considered the oral submissions

made by the Id. Advocates appearing for the respective parties. I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Workman.

36. While deciding the issue No. 2 hereinabove, I have come to the conclusion and held that the Workman failed to prove that he was compelled and forced to submit the resignation letter dated 07-08-2005 under threat, undue force and coercion by the Employer. Hence, it is clear that the Workman has submitted his resignation letter dated 07-08-2005 voluntarily of his own volition. There is nothing on record to show that the Employer has communicated to the Workman, its decision of accepting or rejecting the request made by him to accept his resignation letter and relieve him from the duties. Hence, it is held that the Workman proved that the said resignation letter dated 07-08-2005 was not accepted by the Employer. The issue No.3 is therefore answered in the affirmative.

37. *Issue Nos. 4 and 7:* I have heard the oral arguments of Id. Adv. Shri S. K. Manjrekar appearing for the Party I as well as Id. Adv. Shri G. Sardesai appearing for the Employer.

Ld. Adv. Shri S. K. Manjrekar, representing the Workman during the course of his oral arguments submitted that the Workman was forced and compelled to submit his resignation letter dated 07-08-2005 by undue force, threat and coercion. He submitted that the Employer has not accepted his resignation letter dated 07-08-2005. He submitted that he has withdrawn his resignation letter dated 07-08-2005. He therefore submitted that the employer-employee relationship still existed. He submitted that the Workman was refused employment from 08-08-2005. He submitted that the refusal of his employment is illegal and unjustified as neither he was issued any show-cause notice or charge-sheet nor conducted an enquiry. He submitted that he has also not paid any retrenchment compensation, notice in lieu of pay at the time of refusal of his employment, thereby violated Section 25-F of the I.D. Act, 1947. He relied upon a judgment of Hon'ble Apex Court, in the case of **Shrikantha S. M. v/s Bharat Earth Movers Ltd., reported in 2005 LLR 1185.**

38. On the contrary, Ld. Adv. Shri G. Sardesai, representing the Employer during the course of his oral arguments submitted that the Workman abandoned his employment on and from

08-08-2005. He submitted that it is the case of the Workman that he was forced and compelled to resign from the service from 08-08-2005 and that he has withdrawn his resignation letter dated 07-08-2005 by his subsequent letter dated 02-11-2006 before acceptance of his resignation by the Employer. He submitted that in terms of clause (5) of the promotion letter issued to the Workman, he was governed by GDD Shops and Establishment Act, 1973 and the Rules made thereunder. He submitted that in terms of provisions of Section 39 (3) of the said Acts, the Workman who desire to resign from service, may give up his employment after giving to his Employer notice of at least one month. He submitted that after one month from the notice, the relationship between the employer-employee come to an end and relied upon the following two judgments of Hon'ble Supreme Court one in the case of **State of U.P. and Ors. v/s Ved Prakash Sharma, reported in 1996 (2) SLR 146** and another in the case of **Rajasthan State Electricity Board and Ors. v/s Brij Mohan Parihar, reported in 2001-I-LLJ 152.**

39. While deciding the issue No.2 hereinabove, I have come to the conclusion and held that the Workman failed to prove that he was compelled and forced to submit the resignation letter dated 07-08-2005 under threat, undue force and coercion by the Employer and that the Workman has submitted his resignation letter dated 07-08-2005 voluntarily of his own volition. Similarly, while deciding the issue No.3 herein above, I have come to the conclusion and held that the Employer has not accepted the resignation letter of the Workman dated 07-08-2005.

40. The Workman, in his cross-examination admitted that on and from 08-07-2005 he absented from his duties. He deposed that he had withdrawn his resignation letter dated 07-08-2005 at Exb.W/4 as the management refused to pay his legal dues. He admitted that he had told the Employer to accept his resignation by paying his legal dues. He has admitted that the cheques as mentioned by him in para 13 of his affidavit in evidence pertains to the payment made towards the goods supplied by the Employer Company. He deposed that he had signed the resignation letter on 07-08-2005 and had withdrawn the said resignation letter on 02-11-2006. He deposed that in the intervening period of his resignation letter dated 07-08-2005 till withdrawal of the said resignation letter dated 02-11-2006, he was waiting for his payment towards legal dues as

promised by the management. He deposed that he has not written any letter in writing to the management of the Employer during the said intervening period.

41. Thus, it is clear that the Workman remained absent from his duties on and from 08-08-2005 after submitting his resignation letter dated 07-08-2005 to the Employer. The evidence on record indicates that the Workman, vide his letter dated 02-11-2006 addressed to the Employer informed that he withdraw his letter of resignation at Exb. W/4 and further requested the Employer to allow him to join the duties with back wages or in the alternative make full and final settlement till date. The evidence on record indicates that neither the Workman reported for his duties nor filed any police complaint against the Employer for their alleged act of undue force, threat and coercion in the intervening period from 08-08-2005 till 02-11-2006. Clause (5) of the letter of promotion at Exb.33 issued to the Workman indicates that the other terms and conditions of the employment shall be governed under GDD Shops and Establishments Act, 1973. Provisions of Section 39 (3) of GDD Shops and Establishments Act, 1973 provides that an employee who wants to retire on medical grounds or to resign from his service, may gave up his employment after giving to his Employer notice of at least one month. The aforesaid evidence on record clearly indicates that the Workman was not refused employment by the Employer, but it is the Workman who absented himself from his duties from 08-08-2005 after submitting his resignation letter dated 07-08-2005.

42. Ld. Adv. Shri S. K. Mandrekar, representing the Workman in his oral as well as written argument submitted that the Party I has submitted his resignation letter dated 07-08-2005 requesting the Employer to accept his resignation from 08-08-2005 and relieve him from duties. He submitted that Party I has withdrawn his resignation letter at Exb. W/4 by his another letter dated 02-11-2006 as the Employer has not accepted his resignation letter at Exb. W/4 and relied upon a decision of Hon'ble Apex Court in the case of **Shrikantha S. M. v/s M/s. Bharat Earth Movers Ltd., reported in 2005 LLR 1185**. In the said case before the Hon'ble Apex Court the Appellant was working as Sr. Manager in Respondent Company. The Appellant sent his resignation on 04-01-1993 without making any accusation or allegation against the Respondent Company in the said resignation letter. The Respondent Company accepted the resignation of

the Appellant and informed him that he has been granted casual leave from 05-01-1993 to 13-01-1993 and 14-01-1993 being a public holiday he would be relieved on the closing hours of 15-01-1993. In the mean time on 08-01-1993 the Appellant sent a communication, making several grievances against the Respondent Company and demanding a suitable reply by 14-01-1993, failing which his resignation should be treated as withdrawn. The Respondent Company relieved the Opponent on 15-01-1993. The Appellant filed writ petition challenging the acceptance of his resignation which was withdrawn before the actual date of his acceptance. The Hon'ble High Court has held that there was no illegality in the action of the Respondent Company. The Appellant filed appeal in the Supreme Court. Allowing the appeal the Hon'ble Apex Court held that there was no cessation of employer-employee relationship on 04-01-1993 when Appellants resignation was accepted and in view of grant of casual leave, the relationship continued till 15-01-1993. Since the letter of withdrawal of resignation was sent on 08-01-1993, the Respondent was bound to give effect to the same. The failure to do so was contrary to law and decision of the Supreme Court. The facts of the aforesaid case are totally different from the case in hand. Hence the principle laid down by the Hon'ble Apex Court is not applicable to the case in hand.

43. In the case of **Personnel Manager, Central Warehousing Co-operation v/s P.O., G.C.I.T. and Ors., W.P. (c) No. 2236/1998 decided on 30-01-2013**, before the Hon'ble High Court of Delhi, the Respondent No. 2 submitted her resignation on 23-03-1983 citing physical illness and compelling domestic circumstances as the reason. On 02-04-1985 the Respondent No. 2 sent another letter requesting cancellation of her letter of resignation dated 23-03-1983. A letter dated 17-07-1985 was sent to Respondent No. 2 stating that her resignation has been accepted with effect from 15-11-1982 i.e. from the date of her unauthorized absence. In a reference raised by the Respondent No. 2, the Ld. Trial Court came to the conclusion that it was a case where resignation had been withdrawn before acceptance was communicated to Respondent No. 2 and as the resignation could be withdrawn before acceptance at any time, there was no resignation in the eyes of law by Respondent No. 2. In a writ petition filed by the Petitioner the Hon'ble High Court has held that the Respondent No. 2 had an animus to terminate the relationship by the letter

dated 23-03-1983. The Respondent No. 2 could terminate the contract with a three months' notice as she was earlier working as Warehouse Attendant Grade II. The intention of abandonment being clear, the Ld. Trial Court could not have directed reinstatement with back wages as a consequential relief. As regards the contention of the Ld. Counsel for the Respondent No.2 for treating her absence as abandonment, an enquiry was required, it may be noted that in the present case facts speak for themselves and the principle of res-ipsa-loquatur will apply.

44. In the case of **State of U.P. and Ors. v/s Ved Prakash Sharma, reported in 1996 (2) SLR 146, the Hon'ble Apex Court in para 5 of its judgment observed as under:**

"5. We are afraid we cannot allow the impugned order of the High Court to stand. The facts clearly reveal that under the terms of the contract the respondent was entitled as of right to terminate the contract by one month's notice. That he did and, therefore, on the expiry of the period of one month the relationship came to an end. Under the contract that was a right conferred on the respondent which was not dependent on the management's goodwill. The management did not come in the picture as the right was absolute and on the expiry of 30 days the relationship came to an end. His continuance up to August 1983 makes no difference. It is also an admitted fact that after August 1983 he ceased to report for work which is indicative of his desire to terminate the contract of employment. Till 1987, i.e., for over four years he remained quiet and thereafter it suddenly occurred to him that he could take advantage of the fact that there was no formal acceptance of his resignation. He, therefore, dashed off a letter dated December 10, 1987 with a view to withdrawing his resignation letter of March 14, 1983. Even thereafter he did nothing and sent on making periodical representations, the last of which was rejected on June 13, 1990. Treating that as a cause of action he filed the writ petition in question. We think that in the circumstances it is absolutely clear that he had the animus to terminate his relationship by the letter of March 14, 1983. There was, therefore, no question of his being taken back in service after such a long lapse merely because of want of a formal communication accepting the resignation. The conduct of the parties has also relevance and the conduct of the respondent in particular shows his intention to terminate the contract. Counsel, however, relied on the decisions of this

Court in Union of India v. Gopal Chandra Misra [(1978) 2 SCC 301] and referred to paragraph 33 thereof, but we find that the said decision has no application to the facts of this case. That was a case which turned on the interpretation of Article 217 proviso (a) and not a case of the present type where under the terms of the contract, the respondent had a right to sever relationship by one month's notice."

45. In another case of **Rajasthan State Electricity Board and Ors. v/s Brij Mohan Parihar, reported in 2001-I-LLJ 152**, before the Hon'ble Apex Court the Respondent was an employee of the Appellant. The Respondent submitted his letter of resignation on 10-10-1983 stating that the resignation will be effective from November 25, 1983. The Hon'ble single judge as well as division bench of the High Court held that a formal letter accepting the resignation should have been issued and since it was not done, the Respondent shall be deemed to have continued in service till August 22, 1987 when he reported to resume his duties. The Hon'ble Apex Court, while allowing the appeal observed that the Respondent absented himself from the duty for four years from that date and reported only on August 22, 1987. This conduct itself on the part of the Respondent is sufficient to indicate that he treated himself to have resigned from the post which he was holding w.e.f. November 28, 1983, particularly when he himself thereafter demanded payment of gratuity and other post-retirement benefits.

The principle laid down by the Hon'ble High Court of Delhi as well as the Hon'ble Apex Court in its aforesaid judgment respectively is well recognized and is applicable to the case in hand.

46. Applying the law laid down by the Hon'ble Apex Court in its aforesaid case, in the case in hand, the Workman submitted his resignation letter dated 07-07-2005 w.e.f. 08-08-2005. The Workman also remained absent on and from 08-07-2005. Thus, the employer-employee relationship ceased between the parties herein above after expiry of one month i.e. from 08-09-2005 as under the contract that was a right conferred on the Workman which was not dependent on management's goodwill. Even otherwise the conduct of the Workman of remaining absent from duty from 08-08-2005 and requesting the Employer to clear his legal dues is sufficient to indicate that he treated himself to have resigned from the post of manager, which he was holding w.e.f. 08-08-2005. Thus, even though

the Employer has not accepted the said resignation letter of the Workman, the Workman is not entitled for reinstatement or any other relief. As regards the submission of Id. Adv. Shri S. K. Manjrekar that the Workman was neither issued any show-cause notice or charge-sheet nor conducted an enquiry for his absenteeism, the intention of the Workman to abandon from service by submitting his resignation and requesting the Employer to clear his legal dues speak for themselves and the principle of *res-ipsa-loquator* will apply as observed by the Hon'ble High Court of Delhi in its aforesaid case.

In view of the above, in the absence of any evidence on record it is held that the action of the management of the Employer in refusing employment to the Workman w.e.f. 08-08-2005 is legal and justified. The issue No. 4 is therefore answered in the negative and issue No.7 is answered in the affirmative.

47. *Issue No. 6:* I have heard the oral arguments of Id. Advocates appearing for the respective parties. I have carefully perused the entire records of the present case including synopsis of written arguments filed by the Party I. I have also carefully considered the submissions made by the Id. Advocates appearing for the respective parties.

48. The term 'Industrial Dispute' has been defined u/s. 2(k) of the I.D. Act, 1947 and the same is reproduced as under:

2 (k) "Industrial Dispute" means any dispute or difference between the Employers & Employers, or between Employers & Workmen, or between Workmen and Workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person".

Thus, in order to constitute a dispute as 'Industrial Dispute' within the meaning of Sec. 2 (k) of the I. D. Act, 1947, the said dispute or difference must be either between the Employers & Employers, or between Employers & Workmen, or between Workmen and Workmen and secondly, the said dispute or difference must be connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.

49. In the case in hand, while deciding the Issue No. 1 herein above, I have come to the conclusion and held that the Party I is a 'Workman' within the meaning of Section 2(s) of the I.D. Act, 1947. The dispute raised by the Party I pertaining to his non-employment is therefore a dispute between

the Workman and the Employer. Consequently the dispute raised by the Party I is an 'Industrial Dispute' within the meaning of Section 2(k) of the I.D. Act, 1947. Thus, the Employer failed to prove that the dispute raised by the Party I is not an 'Industrial Dispute' within the meaning of section 2(k) of the I.D. Act, 1947. The Issue No. 6 is therefore answered in the negative.

50. *Issue No. 8:* While deciding the issue No. 4 herein above, I have come to the conclusion and held that the action of the Employer in refusing employment to the Workman w.e.f. 08-08-2005 is legal and justified. The Workman is therefore not entitled for any relief including the relief of reinstatement along with full back wages and consequential benefits therefrom. The issue No. 8 is therefore answered in the negative.

In view of above, I proceed to pass the following order:

ORDER

1. It is held that the Party I Shri Subhash K. Parab, Salesman is a Workman as defined u/s 2(s) of the Industrial Disputes Act, 1947.
2. It is further held that the action of the management of M/s. Agency Real Margao Pvt. Ltd., Margao-Goa in refusing employment to Shri Subhash K. Parab w.e.f. 08-08-2005 is legal and justified.
3. The Workman Shri Subhash K. Parab is therefore not entitled to any relief.
4. No order as to cost.
5. Inform the Government accordingly.

(Suresh N. Narulkar)
Presiding Officer
Labour Court-II



Department of Law & Judiciary

Law (Establishment) Division

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Order

No. 5/3/2015/LD-Estt./760

Sanction of the Government is hereby accorded to pay the following professional fees in addition to Conference fees to the below mentioned advocates of those who are appearing in the matters of Mahadayi River Water Dispute Tribunal before the Water Disputes Tribunal at New Delhi.

Block	Name of Advocates	Professional Fees	
		Per Hearing per day	Outstation Conference
A(1)	Sr. Counsel & Ld. A.G. Shri A. N. S. Nadkarni	Rs. 3,30,000/-	Rs.75,000/-
B(1)	Shri Pratap Venugopal, ARO	Rs. 45,000/-	Rs. 25,000/-
(2)	Shri Dattaprasad Lawande		
C(1)	Shri Pankaj Vernekar		
(2)	Shri Ninad Laud		
(3)	Shri Videh Upadhyay	Rs. 25,000/-	Rs. 15,000/-
(4)	Shri Devidas Pangam		
(5)	Shri V. Madhukar		
D(1)	Shri Pradosh Dangui		
(2)	Ms. Neha Pai	Rs. 5,500/-	Rs. 2,250/-
(3)	Shri Nikhil Pai		
E(1)	Shri S. S. Rebello		
(2)	Shri Amog Prabhudessai	Rs. 3,500/-	Rs. 1,750/-
(3)	Ms. Purna Bhandari		
(4)	Ms. Basuri Swaraj		

The above advocates shall submit the appearance fees bill to the Chief Engineer, Water Resources Department, Porvorim for settlement.

The expenditure shall be debited to the Budget Head of Water Resources Department, Porvorim-Goa.

This issues with the concurrence of the Finance (Exp.) Department vide their U.O. No. 1400004747 dated 5-03-2015 and U. No. 1400009958 dated 25-03-2015.

By order and in the name of the Governor of Goa.

Amul S. Gaunker, Under Secretary (Estt.).

Porvorim, 7th April, 2015.

Department of Panchayati Raj and
Community Development
Directorate of Panchayats

**Read: Notice of Election and Public
Notice**

Form I

[See Rule 10(1)]

Notice is hereby given that:-

The elections will be held to elect the members of the below mentioned Village Panchayats on 21st June, 2015.

Sr. No.	Name of the Village Panchayats	Ward No.	Reserved for OBC/ST/ /Woman
1	2	3	4
1.	V. P. Shristhal, Canacona	II	OBC/Women
2.	V. P. St. Andre, Goa-Velha Tiswadi-Goa	VI	Unreserved
3.	V. P. Pilerne-Marra, Bardez	III	Unreserved
4.	V. P. Pomburpa-Olaulim, Bardez	IV	OBC
5.	V. P. Socorro, Bardez	IV	Reserved (Women)
6.	V. P. Se-Old-Goa, Tiswadi	IV	Women
7.	V. P. St. Cruz, Tiswadi	XI	Reserved (Women)
8.	V. P. Mollem, Dharbandora	III	Unreserved
9.	V. P. Ambelim, Salcete	V	OBC
10.	V. P. Mencurim-Dhumashe Bicholim	I	Unreserved

Nominations may be delivered by a candidate to the Returning Officer in his office between such hours as to be fixed by the State Election Commission.

By order and in the name of the Governor of Goa.

P. Mathew Samuel, Secretary (Panchayats).

Panaji, 9th May, 2015.

Department of Personnel

Order

No. 15/6/2003-PER(part)Vol 1/1264

Read: Order No. 15/16/2012-PER dated 24-04-2013.

Order No. 15/6/2003-PER(Part) Vol 1 dated 01-07-2014.

Order No. 15/6/2003-PER(Part) dated 27-02-2014.

The ad hoc promotion of the following officers in the Cadre of Mamlatdar/Joint Mamlatdar/

/Assistant Director of Civil Supplies is hereby extended for further period indicated against their names or till the posts are filled on regular basis, whichever is earlier:-

Sr. No.	Name of the Officer	Ad hoc promotion extended	
		From	To
1.	Shri Shailendra J. Dessai	24-04-2015	23-04-2016
2.	Ms Priya S. Samant	24-04-2015	23-04-2016
3.	Ms Archana M. Faterpekar	24-04-2015	23-04-2016
4.	Smt. Apurva D. Karpe	27-02-2015	26-02-2016
5.	Shri Bhiku L. Gawas	27-02-2015	26-02-2016

This issues with the approval of GPSC conveyed vide their letter No. COM/II/11/42(2)/2012/73 dated 15-04-2015.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 23rd April, 2015.

Order

No. 7/30/2014-PER/1348

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi Order No. 14020/03/2015. UTS-I dated 08-04-2015, the Governor of Goa is pleased to relieve the following IAS Officers of AGMUT Cadre from this administration w.e.f. 30-4-2015 (a.n.) to take up their new assignment at Government of NCT of Delhi.

1. Shri F. O. Hashmi, IAS (2002), Secretary (Co-operation).

2. Shri D. P. Dwivedi, IAS (2002), Secretary (Education).

3. Shri Z. U. Siddiqui, IAS (2002), Secretary, Goa Human Rights Commission.

Consequently, the standing arrangement of Link Secretaries made vide Order No. 7/5/2015-PER dated 19-02-2015 shall continue to operate, for the disposal of work relating to the Departments under the charge of above Secretaries, until further orders.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-I).

Porvorim, 28th April, 2015.

Order

No. 7/42/2014-PER/1351

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi, Order No. 14020/01/2014.UTS-I (Part V) dated 14-11-2014, the Governor of Goa is pleased to relieve Shri Parimal Rai, IAS (AGMUT:1985), Principal Secretary (PWD) from this Administration w.e.f. 30-04-2015 (a.n.) to take up his new assignment at Government of NCT of Delhi.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 28th April, 2015.

Order

No. 7/42/2014-PER/1352

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi, Order No. 14020/01/2014-(part-II).UTS-1 dated 19-03-2015, the Governor of Goa is pleased to appoint Shri Arun Goyal, IAS (AGMUT:1985), as Principal Secretary (PWD) w.e.f. 30-04-2015 (a.n.). Consequently, he shall hold the following work/Departments, until further orders:-

1. P.W.D.
2. Town & Country Planning
3. Industries, Trade & Commerce
4. Handicrafts, Textile & Coir
5. Transport
6. Science & Technology
7. Information Technology

Shri Arun Goyal, IAS (AGMUT:1985) has reported to this office on 13-04-2015 (f. n.) after availing joining time and was on awaiting posting.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-I).

Porvorim, 28th April, 2015.

Order

No. 7/10/2015-PER/1376

In pursuance of the Government of India, Ministry of Environment, Forests & Climate Change, New Delhi, Order No. 32012/02/2014-IFS-I (AGMUT) dated 19-02-2015, the Governor of Goa is pleased to appoint Shri Ajai Saxena, IFS (AGMUT:1984) as Principal Chief Conservator of Forests w.e.f. 28-04-2015 (a.n.).

Shri Ajai Saxena, IFS (AGMUT:1984) has reported to this administration on 20-04-2015 (f. n.) and was awaiting posting.

Consequently, Shri Sunil Kumar Aggarwal, IFS, (AGMU:1986), Chief Conservator of Forests, Panaji stands relieved from the additional charge of Principal Chief Conservator of Forests.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-I).

Porvorim, 28th April, 2015.

Order

No. 11/8/77-PER/1378

Consequent upon retirement of Shri Manohar L. Dicholkar, Director of Archives & Archeology, Panaji on superannuation w.e.f. 31-12-2014 and further extension in service till 30-04-2015 (a.n.) Smt. Blossom Madeira, Archivist (General) is hereby appointed to the post of Director of Archives & Archeology, Panaji, on officiating basis with immediate effect and until further orders or till post is filled on regular basis whichever is earlier.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 30th April, 2015.

◆◆◆
Department of Public Works

Office of the Principal Chief Engineer

—
Notification

No. 5-1-PCE-PWD-EO/2015-16/42

In exercise of the powers conferred by the second proviso to sub-section (1) of Sections 54A and 54B of the Goa, Daman and Diu Highways Act, 1973 (Act No. 10 of 1974) (hereinafter referred to as the "said Act") and in supersession of the Government Notification No. 5-1-PCE-PWD-EO/2014-15/24 dated 2-05-2014, published in the Official Gazette, Series I No. 6 dated 8-05-2014, the Government of Goa hereby exempts the following motor vehicles from the payment of fees under the said Act, with immediate effect, namely:—

(i) Non-transport vehicles, namely, four wheelers and light motor vehicles registered in the State of Goa;

(ii) Vehicles belonging to the President of India and his/her convoy;

(iii) Vehicles belonging to the Vice-President of India and his/her convoy;

(iv) Vehicles belonging to the Governors and their convoys;

(v) Vehicles belonging to the Chief Ministers and their convoys;

(vi) Vehicles belonging to the Members of Parliament;

(vii) Official vehicles of Ministers;

(viii) Vehicles belonging to the Members of the Legislative Assembly of Goa;

(ix) All defence vehicles including their transport vehicles;

(x) All official vehicles of the Government of Goa and the Government of India;

(xi) All two wheelers and three wheelers;

(xii) Ambulances;

(xiii) Hearse Vans.

By order and in the name of the Governor of Goa.

D. J. S. Borker, Principal Chief Engineer & ex officio Addl. Secretary (P.W.D.).

Panaji, 6th May, 2015.

◆◆◆
Department of Revenue

—
Order

No. 26/2/2011-RD

- Read: 1) Order No. 26/2/2011-RD dated 14-06-2011.
2) Order No. 26/2/98-RD (Part) dated 09-01-2012.
3) Order No. 26/2/2011-RD dated 28-06-2012.
4) Order No. 26/2/2011-RD dated 30-01-2013.
5) Order No. 26/2/2011-RD dated 03-06-2013.
6) Order No. 26-2-98-RD(PF) dated 18-9-2014.

The Government of Goa is pleased to extend the ad hoc appointment of Shri Savio C. Silveira to the post of Inspector of Survey & Land Records (Group 'B', Gazetted) in the pay scale of Rs. 9,300-

-34,800 plus Grade Pay of Rs. 200/- for a further period of six months with effect from 14-12-2014 to 13-06-2015 at his present place of posting in the Office of the Inspector of Surveys & Land Records, Vasco-Goa, subject to the condition that proposal for regular promotion is being submitted immediately.

2. The above appointment shall be for a period of six months or till he is regularized in the GPSC or superannuates, whichever is earlier.

3. The above ad hoc appointment will not bestow the promoted officers any claim for regular appointment and the service rendered on ad hoc basis will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

4. This issues with the concurrence of the Goa Public Service Commission, Panaji, as conveyed vide its letter No. COM/II/11/29(1)/2013/164 dated 29-04-2015.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-I)/Link.
Porvorim, 8th May, 2015.

Notification

No. 23/36/2013-RD

Whereas, by Government Notification No. 23/36/2013-RD dated 12-12-2013 published at Series II No. 38 of the Official Gazette dated 20-12-2013 and in two local newspapers namely, "The Times of India" dated 17-12-2013 and "Lokmat" dated 17-12-2013, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose, viz. Land Acquisition for construction of road from S.H. No. 1 to Vhadli Vanadevta Temple in Survey No. 1 at Mulgao in Bicholim Constituency.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto (hereinafter

referred to as "the said land") is needed for the public purpose specified above.

Now, therefore, the Government hereby declares under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Dy. Collector & SDO, Bicholim-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land.

3. A plan of the said land can be inspected at the office of the Dy. Collector & SDO, Bicholim-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Mulgao

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
1/13 part	O: Sri Dev Vetal Trust. OR: Ravindra Vaman Shirodkar.	534
1/35 part	O: Sri Dev Vetal Trust. T: Narayan Keshav Dhond.	227
1/36 part	O: Sri Dev Vetal Trust. T: Kashinath Gangaram Mulgaoker.	152
1/37 part	O: Sri Dev Vetal Trust. T: Narayan Keshav Dhond.	60

Boundaries:

North : S. No. 1/35, 36, 37, 26, 13, Road.

South : S. No. 1/35, 36, 37, 13, 52.

East : S. H. No. 1/14-A, 52.

West : S. No. 1/33, 52, 13.

Total: 973

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).
Porvorim, 5th May, 2015.

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